

ILLINOIS CENTRAL GULF RAILROAD EQUIPMENT TRUST

Series 4

6955-a
RECORDATION NO. _____ Filed & Recorded

JAN 9 1974 - 10 00 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT

Dated as of November 20, 1973

BETWEEN

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, Trustee

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT, dated as of November 20, 1973, by and between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly organized and existing under the laws of the State of New York (hereinafter called the Trustee), and ILLINOIS CENTRAL GULF RAILROAD COMPANY (as successor to Illinois Central Railroad Company), a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company):

WHEREAS, in accordance with the provisions of a certain Equipment Trust Agreement, dated as of March 1, 1973, by and between the Trustee and the Company (hereinafter called the Agreement), certain railroad equipment (hereinafter called the Trust Equipment) has been transferred to the Trustee and the title thereto vested in the Trustee; and the Trust Equipment was leased by the Trustee to the Company for the term and the rental and upon the conditions therein provided, which said Agreement constitutes Illinois Central Gulf Equipment Trust, Series 4; and

WHEREAS, sums paid to the Trustee (a) under the third full paragraph of Section 3.4 of Article III of the Agreement together with any deposited cash then held (b) under the second full paragraph of Section 4.9 of Article IV of the Agreement and (c) under the first full paragraph of Section 4.7 of Article IV of the Agreement shall be applied by the Trustee to the Purchase of other railroad equipment; and

WHEREAS, the Trustee now holds sums arising from one or more of the sources listed in the preceding WHEREAS clause and the Company desires to cause to be vested in the Trustee the title to additional railroad equipment (to replace, in part, other Trust Equipment), approved as to character by the Company, to be acquired with funds in possession of the Trustee as aforesaid;

NOW, THEREFORE, for and in consideration of the rents hereinafter provided for and the covenants herein contained, this Supplemental Equipment Trust Agreement WITNESSETH as follows:

ARTICLE I

The Company does hereby cause to be sold, assigned, transferred and set over unto the Trustee, as Trustee for the owners of Illinois Central Gulf Equipment Trust Certificates, Series 4, the Additional Trust Equipment described in ARTICLE II hereof. The Company will deliver or cause to be delivered the said Additional Trust Equipment in accordance with the provisions of Section 3.1 of ARTICLE III of the said Agreement.

ARTICLE II

The Trustee, acting in pursuant of the said Agreement, dated as of March 1, 1973, has let and leased and does hereby let and lease to the Company the following new standard gauge railroad equipment of Illinois Central Gulf Equipment Trust, Series 4 (herein collectively called the Additional Trust Equipment) to wit:

<u>Units</u>	<u>Descriptions</u>	<u>Road Numbers</u>	<u>Unit Cost</u>
10	High Cube Box Cars	680054 - 680063	\$35,016.61
TOTAL COST			<u>\$350,166.10</u>

ARTICLE III

The equipment described in ARTICLE II replaces the following railroad equipment originally let and leased under the Agreement, which has been destroyed:

<u>Trust Series</u>	<u>Car Number</u>	<u>Description</u>	<u>Fair Value</u>
4	225755	50 ton, 40'-6"	\$8,363.00
4	430069	single door boxcars	8,597.00
4	225738		8,363.00
4	225816		8,415.00
4	429553		8,623.00
4	431123		8,675.00
4	225670		8,311.00
4	225764		8,363.00
4	431067		8,571.00
4	431097		8,623.00
4	405362		9,144.00
4	225786		8,399.00
4	225771		8,363.00
4	225729		8,337.00
4	225733		8,337.00
4	225761		8,363.00
4	225837		8,399.00
4	225871		8,399.00
4	225895		8,415.00
4	225957		8,467.00

<u>Trust Series</u>	<u>Car Number</u>	<u>Description</u>	<u>Fair Value</u>
4	405061	50 ton, 40'-6"	\$8,754.00
4	405185	single door boxcars	8,806.00
4	405260		8,936.00
4	405273		8,936.00
4	405282		8,988.00
4	405312		9,014.00
4	406055		8,701.00
4	406229		8,806.00
4	406235		8,806.00
4	406358		8,988.00
4	429552		8,623.00
4	430011		8,493.00
4	430065		8,571.00
4	430116		8,649.00
4	431125		8,675.00
4	225672		8,337.00
4	225679		8,311.00
4	225725		8,337.00
4	225800		8,399.00
4	225887		8,399.00
4	405163		8,728.00
			<u>\$351,784.00</u>

ARTICLE IV

The Trustee and the Company covenant and agree that the lease of the Additional Trust Equipment as provided in ARTICLE II hereof shall be upon and subject to the terms and conditions of the said Agreement, and such Additional Trust Equipment shall be part of the Trust Equipment, subject to all the terms and conditions of the said Lease and of the said Agreement in all respects as though it had been part of the original Trust Equipment specifically described in the said Lease..

ARTICLE V

The Company, with all convenient speed, will cause this Supplemental Equipment Trust Agreement to be duly filed and recorded with the Interstate Commerce Commission in accordance

with the provisions of Section 20c of the Interstate Commerce Act and will promptly furnish to the Trustee evidence of such filing and recordation and an opinion of counsel for the Company with respect thereto satisfactory to the Trustee. The Company covenants and agrees to pay the expenses connected with the preparation, execution, recording, registration and filing hereof and of any instruments executed under the provisions hereof.

ARTICLE VI

This Agreement may be simultaneously executed in any number of counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

ATTEST:


W. W. Brewer

ASSISTANT SECRETARY

W. J. McGoldrick

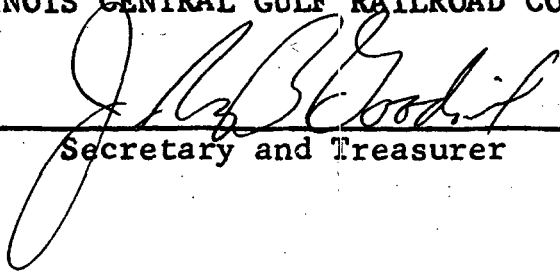

Vice President

ILLINOIS CENTRAL GULF RAILROAD COMPANY

ATTEST:


R. C. Whisenand

ASSISTANT SECRETARY


Secretary and Treasurer

STATE OF ILLINOIS)
COUNTY OF C O O K } SS

On this 19th day of November, 1973, before me personally appeared JOHN B. GOODRICH, to me personally known, who, being by me duly sworn, says that he is Secretary & Treasurer of Illinois Central Gulf Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Daniel P. Higgins

Notary Public

My Commission Expires SEP 22 1977

STATE OF NEW YORK)
)SS
COUNTY OF NEW YORK)

On this 7th day of DECEMBER, 1973, before me personally appeared W. J. McGoldrick, to me personally known, who, being duly sworn, says that he is a Vice President of Morgan Guaranty Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of the Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1975